

**TOWN OF SIMSBURY, CONNECTICUT
REQUEST FOR PROPOSALS FOR THE
REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY
LOCATED WITHIN THE TOWN OF SIMSBURY**

The Town of Simsbury, Connecticut is revaluing all Real Property, effective October 1, 2022. Contractors interested in providing Revaluation Services set forth in the attached Specifications are invited to deliver three (3) copies of their proposals to the Town of Simsbury, **no later than -4:00 PM, October 20, 2021**, at which time such proposals will be opened and read. Any proposal received after said date and time, whether hand-delivered, submitted via U.S. Postal Service, or submitted via any other delivery service, shall not be considered.

All proposals shall be sealed, addressed to the Finance Director and marked:

"PROPOSAL FOR 2022 REAPPRAISAL AND REVALUATION SERVICES"

All information pertaining to the Contractor's technical and management approach to completing this project, as well as the proposed cost, timetable and staffing plan, shall be presented in the proposal. All Proposals must conform to the enclosed Request for Proposal Format or will be declared invalid and rejected by the Town.

Should the Proposer find any omissions, discrepancies or errors in the bid documents or be in doubt as to the meaning of any of the specifications or Contract Documents, immediately notify the Town. The Town may correct, amend or clarify such documents by a written interpretation or addendum. No oral interpretations shall be made to any Contractor and no oral statement of the Town shall be considered enough to modify any of the provisions of the Contract Documents.

The TOWN reserves the right to amend this proposal for Revaluation Services for equitable assessments at any time prior to the deadline of submission and reject any or all proposals received if determined to be in the best interest of the Town. The TOWN reserves the right to waive informalities and technicalities; and accept the proposal that the TOWN and ASSESSOR deem to be in the best interest of the TOWN, whether or not it is the lowest dollar cost proposal. Proposals sent by facsimile or email will not be accepted.

Any proposal which does not respond to each issue in the Request for Proposals shall be rejected by the Town.

The TOWN is currently licensed to utilize the *eQuality* CAMA Software of Quality Data Service, Inc. The town is not looking to change the existing CAMA software at this time.

Under this Request for Proposal, the Contractor would provide the services described in the Contract Specifications. All data entry, printing of field cards, digital parcel images, valuation notices and all mailers will be the responsibility of the contractor.

The successful proposer shall utilize the Town's GIS data in all aspects of the revaluation. This includes plotting assessed to sales ratios on the maps both before and after the revaluation, making mass database changes to individual data items as deemed necessary by the sales analysis, delineating neighborhoods using the mapping data and using the GIS information to route the field review effort. The GIS data must be utilized for in depth quality control of the final data and should be used to depict an old to new value change representation once final values

have been established. It should also be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process.

The Town is cognizant of the benefits of using the Internet for purposes of sharing prospective revaluation data with our taxpayers and the public. The Contractor is strongly encouraged to include their Internet solution as a part of this proposal.

Consideration in the awarding of the Contract will be given, but not limited to: price, accuracy and responsiveness of the Proposer, experience, competence and financial condition of the proposer, time allotted for completion and/or adequate labor force, nature and size of the Proposer's organization, quality of similar projects performed and completed in Connecticut, other projects and/or revaluations currently under contract by the Proposer including evaluations or recommendations of personnel with whom the Proposer has worked, experience and ability to work with the eQualtiy (CAMA) software and a determination by the Town that the Proposer has the ability to complete the revaluation successfully.

REQUEST FOR PROPOSAL FORMAT

In addition to addressing each of the items in the specifications, responses shall be organized and presented in the order listed below to assist the Town in reviewing and rating proposals. Responses should be presented in appropriate detail to thoroughly respond to the requirements and expected services described herein.

1. A Letter of Transmittal signed by the individual authorized to negotiate in good faith for the Contractor indicating the firm's understanding of the Scope of Services and interest in providing the service and any other information that would assist the Town in making a selection. This letter must affirm that the Contractor or their representative has visited the Town of Simsbury, is familiar with its geography, general character of real estate, has examined the quality and condition of the Assessor's records, and has met with the Assessor to make themselves knowledgeable of those matters and conditions in the Town which would influence this Proposal
2. A list of all Connecticut Municipalities for which the Contractor has completed Revaluation Services in the last five years including; client contacts, telephone number, size of municipality, number of properties appraised within the municipality, scope of services rendered, CAMA software utilized, and date completed.
3. A listing of ALL revaluations services currently underway or under contract. Again, please include client contacts telephone number, size of municipality, scope of services to be rendered, and a time table for completion of these contracts. .
4. A listing of personnel to be assigned to this project, with a clear description of their responsibilities and years of experience in their current positions and any other revaluation positions, municipalities served, and their roles in those revaluations. Personnel who shall be assigned or proposed to be assigned must include a brief write up of their experience. A listing of concurrent projects that the employees will be assigned to must be identified.
5. Detailed project work plan with suggested dates for completion of major phases of the revaluation project.
6. Description of the methodologies to be used for assessing values for residential, commercial, industrial, exempt, public utility and vacant land parcels.
7. Description of sales analyses to be performed to verify accuracy of valuations.
8. Description and outline summary of the proposed public relations activities that would be used during the revaluation project.
9. Copy of a sample appraisal manual which includes definitions of data items, grades, etc.
10. Copy of Contractor's Connecticut Revaluation Certificate pursuant to Connecticut General Statutes 12-2c covering the previous five year period.
11. Indication of how many years the firm has been engaged as a company, corporation, partnership, or individual specializing in municipal revaluation services.
12. Written assurance that the Revaluation will meet Standards 5 and 6 of the Uniform Standards of Professional Appraisal Practice.

13. A guarantee that, in case the contract is awarded to him/her, he/she will, within ten days after appropriation of funds and notice of award, execute such contract and furnish a satisfactory Performance Bond and Payment Bond, for approval by the Town of Simsbury.
14. The Contractor must propose the Project as outlined in the enclosed Contract Specifications document. Any modifications made by the Contractor as part of the submission MUST be highlighted in ***bold italics and underlined*** so that it is easily apparent to the TOWN that the contractor has modified the TOWN's original contract. Failure to do so may result in the TOWN rejecting the bid in its entirety.

PROPOSAL FORM FOR 2022 REVALUATION

COMPLETE REAPPRAISAL AND REVALUATION OF ALL REAL PROPERTY
(TAXABLE AND EXEMPT), LOCATED WITHIN
THE CORPORATE LIMITS OF THE TOWN OF SIMSBURY, CONNECTICUT,
EFFECTIVE OCTOBER 1, 2022.

The undersigned duly authorized agent for the individual, partnership, corporation or other entity (hereinafter called CONTRACTOR) submitting this proposal affirms and declares:

1. That this PROPOSAL is executed by said CONTRACTOR with full knowledge and acceptance of the CONTRACT, including the enclosed Contract Specifications.
2. That should this PROPOSAL be accepted, said CONTRACTOR will furnish the services for which the PROPOSAL was submitted at the price herein and in compliance with the provisions of said CONTRACT and all associated CONTRACT SPECIFICATIONS.
3. That the Proposer or his or her representative has visited the Town of Simsbury; is familiar with its geography, topography, general character of houses and its commercial and industrial areas; has examined the quality and condition of the ASSESSOR'S records; verified the parcel counts, and has met with the ASSESSOR to make himself or herself knowledgeable of those matters and conditions specific to Simsbury and this PROJECT which would influence this bid proposal.
4. That all items, documents and information required to accompany this PROPOSAL of the aforesaid CONTRACT are enclosed herewith.
5. The CONTRACTOR shall submit a schedule for percentage of completed work similar to that found in section 3.7.3, which should be consistent with the work being proposed.
6. That the CONTRACTOR proposes to furnish the services and materials required to complete the revaluation PROJECT in accordance with the aforesaid CONTRACT and all associated Contract Specifications for the following amount:

PROPOSAL PRICE COMPLETE REAPPRAISAL AND REVALUATION

\$ _____
Bid Price

- **Option 1:** Full Inspection Revaluation that does not require a visit to all properties **2.1.2**

\$ _____
Bid Price

- **Option 2:** Additional Inspections **2.1.3**

\$ _____
Option per each

Litigation Support, per day and per half-day \$ _____

7. That this PROPOSAL and all prices set forth herein are valid for sixty (60) days from the date of submission, and if this PROPOSAL is accepted by the TOWN, the CONTRACTOR and the TOWN shall enter into a Contract incorporating this PROPOSAL and all prices set forth herein
8. That the TOWN reserves the right to reject any, or any part of, or all Request for Proposals; to waive informalities and technicalities; negotiate pricing or procedures and to accept that Request for Proposal which the TOWN and the ASSESSOR deem to be in the best interest of the TOWN, regardless of whether or not it is the lowest dollar Bid.
9. That the CONTRACTOR acknowledges that consideration in the awarding of the CONTRACT will be given, but not limited to, price, accuracy and responsiveness of the CONTRACTOR, experience, competence and financial condition of the CONTRACTOR, time allotted for completion and/or labor force adequate to perform the work, nature and size of the CONTRACTOR's organization, quality of similar projects performed and completed in Connecticut, other projects and/or revaluations currently under contract by the CONTRACTOR, and a determination by the TOWN that the CONTRACTOR has the ability to complete the revaluation successfully and in a timely manner.

FIRM NAME OF
PROPOSER: _____

BY:
SIGNATURE: _____

TYPE NAME: _____

TITLE: _____

Exhibit A

CONTRACT SPECIFICATIONS Town of Simsbury, Connecticut Reappraisal and Revaluation Services October 1, 2022 Effective Date

1 DEFINITIONS

- 1.1 ASSESSOR:** The word “Assessor” shall mean the duly appointed Assessor of Simsbury, Connecticut.
- 1.2 CAMA:** The abbreviation “CAMA” means a Computer-Assisted Mass Appraisal system and is a licensed product (eQuality CAMA) of Quality Data Service, Inc. of Waterbury CT.
- 1.3 PROJECT:** The word “PROJECT” shall mean the revaluation and reappraisal of all taxable real property and tax-exempt real property within the corporate limits of the Town of Simsbury, Connecticut for assessment purposes.
- 1.4 “FIELD REVIEW”:** The word “Field review” means the process by which an assessor, a member of an assessor’s staff or person designated by the assessor examines each parcel of real property in its neighborhood setting, compares observable attributes to those listed on such parcel's corresponding property record, makes any necessary corrections based on such observation and verifies that such parcel's attributes are accounted for in the valuation being developed for a revaluation.
- 1.5 “FULL INSPECTION” or “FULLY INSPECT”:** The words “Full Inspection” shall mean to measure or verify the exterior measurements of a building or structure and to enter and examine the interior of such building or structure and record or verify the characteristics or conditions thereof, provided permission to enter is granted by the property owner or adult occupant. The collection of interior and exterior characteristics, are used to determine their collective and cumulative influence in the determination of the present true and actual value.
- 1.6 IMPROVEMENTS:** The word “Improvements” means improvements to the land that are not principal buildings, including, but not limited to garages, paving, in-ground swimming pools, tennis courts, hardscapes, and storage or agricultural buildings.
- 1.7 LIMITED EXTERIOR RE-MEASURING:** Means walking around the building, observing the building and comparing what is observed with the existing sketch, taking a measurement on the shorter side of the main part of the structure, or any side, if they be of equal length; and if that measurement is wrong or the sketch can be seen to be wrong from observation, then re-measuring as much as is necessary to produce an accurate sketch. Commercial or industrial buildings that are of such a scale as to render the foregoing procedure impractical, or which are inaccessible, can be verified by other credible means, in consultation with the assessor.
- 1.8 CONTRACTOR:** The word “CONTRACTOR” shall mean the certified revaluation company who shall perform the services
- 1.9 COMPANY:** The word “COMPANY” means any person, firm, corporation or association or other entity performing the revaluation work under contract.
- 1.10 TOWN:** The word “TOWN” shall hereinafter mean The Town of Simsbury, Connecticut.

2 SCOPE OF PROJECT

While the exact scope of services is subject to negotiation, the selected firm or individual for revaluation services is expected to provide the general professional services and dedicated personnel to perform the following;

This Project includes the “**full measure and list**” of all real property within the corporate limits of the TOWN effective October 1, 2022, as described below and including the following categories:

1. All taxable real estate, land, buildings, and improvements.
2. All tax-exempt real estate, land, buildings, and improvements.
3. All public utility real estate, land, building and improvements.

Perform full inspection in accordance with C.G.S. 12-62(3). **The CONTRACTOR is expected to physically inspect the exterior and interior of each building or structure, perform limited exterior re-measuring. For each property where the initial attempt to inspect the interior of the building or structure has failed, a letter will be sent at the CONTRACTOR’s expense in order to set up another attempt to inspect the interior. Data mailers can be used to supplement inspection after attempted inspections, but are not to be used as a substitute. Optional methods for gaining taxpayer feedback and measuring or verifying the exterior dimensions of a building will be considered especially if they involve a cost savings to the TOWN and are allowed by state regulations.** All data entry is the responsibility of the Contractor.

CONTRACTOR shall furnish all the software, hardware, databases, labor, materials, vehicles, supplies, equipment and perform all work in strict accordance with the Contract Specifications attached hereto and in accordance with the provisions of applicable law.

All work will be carried out and all forms, materials, and supplies utilized in this project shall conform to and be carried out in accordance with the requirements of the Secretary of the Office of Policy and Management, the Connecticut General Statutes, and Regulations of Connecticut State Agencies pertaining hereto, and shall be subject to the direct supervision and approval of the ASSESSOR.

The values to be determined shall be the fair market value as defined in Section 12-63 of the Connecticut General Statutes and shall be based upon recognized methods of appraisal and conform to Uniform Standards of Professional Appraisal Practices, as required by Connecticut General Statutes for the licensing and certification of all individuals involved in the appraisal of real estate.

The Revaluation Project will cover and include all real property located within the corporate limits of the TOWN. The CONTRACTOR is also responsible for the reimaging of all parcels, excluding vacant land and all prior images are to be left intact as historical image.

2.1 SCOPE OF “FULL INSPECTION” REAPPRAISAL AND REVALUATION

2.1.1 The Proposal should include 2 specific costs for “Full Inspection” Revaluation, not including Option 2:

Option 1 – Full Inspection Revaluation that does not require a visit to all properties

Option 3 – Additional Inspection Option

2.1.2 OPTION 1:

The Town of Simsbury may choose to conduct a “Full Inspection” Revaluation that does not require a visit to all properties. Under this option the Contractor shall be responsible to provide:

- a. Drive by field review of all real estate parcels to determine accuracy of assessment data
- b. Digital photographs of all real estate parcels
- c. Data Mailers to all real estate parcels
- d. Sales verification forms for 1 year preceding the revaluation
- e. Income & Expense Statements to all non-owner occupied commercial parcels
- f. Use of internet realty sites
- g. Inspection of 3,500+/- parcels that need to be listed, measured, and sketched in CAMA system (this includes open permits)
- h. Assessment notices
- i. Informal hearings

The Contractor will work with the Assessor to develop and institute a quality assurance program with respect to responses received to all questionnaires. If satisfied with the results of said program concerning such questionnaires, the Assessor may fully inspect only those parcels of improved real property for which satisfactory verification of data listed on the Assessor’s property record has not been obtained and is otherwise unavailable. The full inspection requirement of Connecticut state law shall not apply to any parcel of improved real property for which the Assessor obtains satisfactory verification of data listed on the Assessor’s property card.

2.1.3 OPTION 2:

Additional Inspections Option – The fee for each additional interior inspection the assessor requests the selected Contractor to make over and above the previous option.

- 2.2 EFFECTIVE DATE** The effective date of this revaluation PROJECT shall be the assessment date of October 1, 2022 Grand List. Pricing and valuation by CONTRACTOR of all land, buildings and property under this CONTRACT shall reflect the October 1, 2022 market value. Assessments will be 70% of market value as required by statute.

2.3 TOWN DATA

Current Basis of Assessment	70%
Taxable RE - Grand List as of October 1, 2020	2,229,495,273
Date of Last Revaluation	October 1, 2017
Estimated Population	25,500
Area of the Town	34.3 sq. miles

2.4 PARCEL INFORMATION:

The October 1, 2020 Real Estate Grand List has 9,145 accounts on the taxable list and 493 accounts on the exempt list. Exhibit B includes the real estate totals and classification portion of the 2020 M13 report. Exhibit C, for exempt real estate, consists of the M13A report on the 2020 Grand List. There are approximately 670 PUDs and 720 residential condominium units.

The Contractor shall value all newly constructed improvements as of October 1, 2022 (as per §12-53a) and all other improvements in place as of October 1, 2022, or those incomplete as of this valuation date. These parcels shall be included in the contract price and valued in accordance with §12-63 of the Connecticut General Statutes, and as provided hereinafter.

Additional charges by the CONTRACTOR for differences in parcel accounts shall not be permitted by the TOWN unless the parcel count is more than 5% (five per cent) greater than on the October 1, 2020 list of taxable and tax exempt properties combined.

3 GENERAL CONDITIONS

3.1 STATE CERTIFICATION

The CONTRACTOR must hold, from the time of submission of the proposal through the completion of all work hereinafter required, a valid Connecticut Revaluation Company Certification pursuant to Section 12-2c of the Connecticut General Statutes.

3.2 BID REQUIREMENTS

The CONTRACTOR shall not make any changes to this Request for Proposal as presented. The proposal shall reflect all costs required to fulfill the contract as stated. The bid shall be in the same format as the RFP.

3.3 COMPANY/PERSONNEL

CONTRACTOR shall provide experienced and qualified personnel in compliance with the requirements for the Equal Employment Opportunity provisions of Federal and State governments. CONTRACTOR shall submit to the TOWN, written qualifications of all personnel assigned to this project. **The Contracting Company shall have been in the revaluation business for at least 10 years.**

All personnel assigned to this project shall be subject to the approval of the ASSESSOR, prior to the commencement of the individual's duties in the TOWN and shall be subject to removal from the project by the CONTRACTOR upon written notification of the ASSESSOR.

3.3.1 Minimal Qualifications

3.3.1.a Project Manager or Supervisor:

The administration of this project shall be assigned by the CONTRACTOR to a project manager or supervisor, who shall be certified by the State of Connecticut as a Revaluation Supervisor pursuant to Section 12-2c of the Connecticut General Statutes, and shall have not less than five (5) years of practical appraisal management experience in the appraisal of commercial, industrial, apartment, and residential

type properties, and have not less than ten (10) years of practical appraisal experience in the appraisal field.

3.3.1.b Reviewers and Appraisers:

Reviewers and appraisers shall be certified under the Connecticut Revaluation Certification Program pursuant to Section 12-2c of the Connecticut General Statutes, , and shall not have less than three (3) years of practical appraisal experience in the appraisal of the particular type of properties for which they are responsible. Two (2) years of this experience shall have been in the mass appraisal field and shall have occurred within the past five (5) years.

3.3.1.c Measurers and Listers (Data Collectors):

Measurers and Listers, also known as a data collector, shall have a high school diploma or equivalency and at least two (2) years of experience in real estate appraisal or municipal revaluation field work. Any data collector who does not meet the above qualifications must work under the direct supervision of an appraiser or project supervisor and only after receiving the prior approval of the ASSESSOR. The Project Manager is required to notify the ASSESSOR of the names, starting dates, qualifications, and field assignments of all Measurers and Listers.

The CONTRACTOR shall give all Measurers and Listers clear and unequivocal instruction that they shall not discuss with any property owner or property occupant in the TOWN, the value or the assessment of any property they inspect, the property taxes being paid on the property being inspected, any aspect of the local budget or various TOWN issues or political matters.

3.3.1.d Data Entry

Data entry employees **must** record their initials or employee number on each property they input. If data entry was found to have been completed and no employee initials have been imputed, those properties must be reviewed and compared to the initial data collection field sheets. In the event that a particular data entry employee is responsible for multiple data entry errors, that employee shall be promptly removed from the Project at the ASSESSOR's request.

During the data entry process, the CONTRACTOR must allow the ASSESSOR to access the working file so that the ASSESSOR's office may verify the work performed/work billed, and conduct quality control measures.

3.3.2 Background Check:

All personnel will be subject to background checks by the Simsbury Police Department.

3.3.3 Identification

All field personnel shall have visible suitable ID cards, which shall include an up-to-date photograph, supplied by the CONTRACTOR and signed by the ASSESSOR. Any personnel who misplace their ID card will not be allowed in the field until a new ID card is obtained. In addition, all field personnel shall carry a "Letter of Introduction" signed by the ASSESSOR.

All automobiles used by field personnel shall be registered with the Simsbury Police Department and the ASSESSOR giving license number, make, model, year and color of the vehicle used on this Project.

3.3.4 Office Hours and Staffing:

CONTRACTOR shall maintain an office in the Simsbury Town Hall, as needed, from the commencement of work through the conclusion of the public hearings. This office shall be staffed at Contractor's expense with clerical staff as needed, as well as other qualified full-time persons so as to

ensure the successful completion of this project in accordance with the completion dates set forth in the Contract Specifications and any Addenda thereto.

3.3.5 Conflict of Interest

No resident of the TOWN or TOWN employee shall be employed by the CONTRACTOR, except in a clerical capacity, without the prior approval of the ASSESSOR.

3.4 PROTECTION OF THE TOWN

3.4.1 Bonding

CONTRACTOR shall, to secure the faithful performance of the terms of this CONTRACT, furnish to the TOWN a Performance Surety Bond in the amount of this contract; which bond shall be issued by a bonding company licensed to do such business in the State of Connecticut, with a minimum Best Company rating of "A/VII." Said bond shall be delivered to the TOWN prior to the commencement of actual work and shall be in a form satisfactory to the TOWN. It is understood and agreed that upon completion and delivery to the Town of the revaluation and its approval by the ASSESSOR and after completion of the duties of the Board of Assessment Appeals, the performance bond shall be reduced to 10% of the value of the contract for the purpose of covering the defense of all appeals taken by taxpayers. The reduced amount of the bond shall remain effective until a final resolution in the courts of any timely appeals taken from the doings of the Board of Assessment Appeals on the list of October 1, 2022.

3.4.2 Insurance

CONTRACTOR shall, at its own expense, provide and keep in force:

3.4.2.a Workers' Compensation insurance in the required amount, and Employers' Liability insurance in the following amounts:

Bodily injury by accident-	\$100,000 each accident.
Bodily injury by disease-	\$500,000 each accident and,
Bodily injury by disease-	\$100,000 each employee.

The policy must provide coverage for benefits payable under the Connecticut Workers Compensation Act, and include the Voluntary Compensation endorsement.

3.4.2.b Appraiser's Professional Liability insurance providing errors and omissions coverage for professional services rendered as an appraiser. The minimum limit of liability shall be \$1,000,000 per claim, subject to a \$2,000,000 aggregate.

Any deductible applicable to a claim must be noted on the Certificate of Insurance. If the policy is written on a claim made policy form, CONTRACTOR must maintain the insurance for a period of two years from the completion of the contract.

3.4.2.c During the term of the contract, CONTRACTOR shall provide Public Liability insurance for bodily injury and property damage. The Public Liability insurance shall be written on a comprehensive form and include, without limitation, coverage for premises and operations, completed operations, independent contractors, broad form property damage, blanket contractual and personal injury. The required limits of liability are:

\$2,000,000- General Aggregate

\$2,000,000- Product-Completed Operations Aggregate
\$1,000,000- Personal and Advertising Injury
\$1,000,000- Each Occurrence
\$ 50,000- Fire Damage/Fire
\$ 5,000- Medical Expense/Person

3.4.2.d Automobile Liability insurance shall be written with a Comprehensive Form and include coverage for owned, hired, and non-owned vehicles. The limit for any one accident or loss shall be \$1,000,000.

3.4.2.e Insurance Certification: An Insurance certificate shall be required to be filed with the TOWN, certifying coverage and limits of automobile, bodily injury liability, property damage liability and Worker's Compensation.

"The TOWN to be named as Additional Insured on the Insurance coverage named herein for the claims arising out of the COMPANY'S performance of the contract herein".

3.4.2.f Patent/Copyright Liability: CONTRACTOR shall hold the TOWN harmless from any liability of any nature or kind, including costs and expenses for, or on account of, any patented or copyrighted equipment, materials, articles or processes used in the performance of this contract.

The TOWN must be named as an Additional Insured on the policy.

3.4.2.g Defense of TOWN: All insurance companies shall have the duty to defend the TOWN against liability or property damage claims arising from the conduct of CONTRACTOR and/or agents or employees.

3.4.3 Liquidated Damages

Failure by the CONTRACTOR to complete all work prior to the dates specified in the contract, shall be cause for the application of liquidated damage. Payment by the CONTRACTOR, upon request of the ASSESSOR, in the amount of FIVE HUNDRED DOLLARS (\$500.00) per day beyond the specified date of completion. Liquidated damages shall be deducted from the contract price.

For the purposes of this section, the following completion of all work no later than January 6, 2023 is defined as follows:

3.4.3.a.i Completed property record cards with all pricing, review and final valuations.

3.4.3.a.ii Final Assessment notices addressed and in envelopes prepared for mailing.

3.4.3.b Penalties due under this clause shall be deducted from the contract price and will represent a fair and equitable estimate of the damages the TOWN will suffer if CONTRACTOR'S work is not completed by January 6, 2023. The TOWN shall have the right to use the funds withheld from each periodic payment to these CONTRACT SPECIFICATIONS to satisfy in whole or in part, this penalty clause. Delays occasioned by strike, explosion or acts of God or an order of court or other public authority are excepted.

3.4.4 Bankruptcy, Receivership, Insolvency: If the CONTRACTOR, with the result that it does not pay its debts as they become due, or if a receiver shall be appointed for its business or its assets and not voided within 60 days, or if interest herein shall be sold under execution or if it shall be adjudicated insolvent or

bankrupt, then and forthwith thereafter, the TOWN shall have the right, at its option and without prejudice to its rights hereunder, to terminate the contract.

- 3.4.5 Termination:** If either party fails to fulfill in a timely and satisfactory manner their obligations under this agreement, or shall violate any of the covenants, conditions or stipulations of this agreement, which failure or violation shall continue for 30 days after written notice of said failure or violation is received by the offending party, unless the correction of such failure inherently requires a longer period of time and provided further that the applicable party is proceeding diligently to correct the failure, then the opposing party shall thereupon have the right to terminate this agreement by giving written notice to the offending party of such termination and specify the effective date thereof, at least seven (7) days before the effective date of such termination.

In the event of termination, all finished work and documentation, complete and incomplete, shall, at the option of the ASSESSOR, be delivered. CONTRACTOR shall be entitled to the release of the performance bond and to receive just and equitable compensation for any work performed under this agreement completed prior to the date of termination.

Notwithstanding the above, in the event of termination, neither party shall be relieved of liability by virtue of its breach of this agreement.

- 3.4.6 Hold Harmless Agreement:** CONTRACTOR shall, at all times, defend, indemnify, protect and hold harmless, the TOWN and its officers, agents and employees from any and all claims or demands for damage for bodily injury, including death or property damages sustained by any party, including officers, agents and employees of the CONTRACTOR. Said hold harmless clause shall include, but not limited to investigation, defense and settlement or payment or judgment of any liabilities.
- 3.4.7 Severability:** In the event any part of any clause or provision of this contract or contract specifications is judicially determined to be unenforceable, it shall be deemed severable from the remainder of that clause or provision and such remainder shall be binding upon the parties to this contract.
- 3.4.8 Waiver:** No action or failure to act by the TOWN shall constitute a waiver of any right or duty afforded it under the contract or contract specifications.
- 3.4.9 Misrepresentation or Default:** The TOWN may void this agreement if the CONTRACTOR has materially misrepresented any offering or defaults on any contract with a Connecticut municipality. CONTRACTOR shall, also, immediately notify the TOWN of any claim or case formally brought against the CONTRACTOR.

3.5 CHANGES AND SUBLETTING OF CONTRACT

3.5.1 Changes

Changes in these specifications or to the contract will be permitted only upon written mutual agreement of CONTRACTOR and the TOWN.

3.5.2 Subletting

CONTRACTOR shall not assign, transfer or sublet the contract or any interest or part therein, without first receiving written approval from the TOWN. It should be mutually agreed and understood that said consent by the TOWN shall in no way release CONTRACTOR from any responsibility or liability as covered in these specifications and contract.

3.6 COMPLETION DATE AND TIME SCHEDULE

The revaluation work may be started at the convenience of the CONTRACTOR, upon the execution of the Contract, but no later than two weeks after contract signing. Thereafter the CONTRACTOR shall continue uninterruptedly in a diligent fashion so as to ensure completion within the schedule of completion dates hereinafter set forth below:

3.6.1 Completion Dates

The major phases of the Revaluation PROJECT must be completed in accordance with the agreeable schedule as approved by the Assessor before the commencement of the project. Failure to substantially complete the stated performance by the agreeable stated dates shall constitute a material breach of this Contract:

a. Commencement Date no later than

Two (2) weeks after contract signing

The CONTRACTOR and the TOWN acknowledge and agree that time shall be of the essence of these Contract Specifications.

3.6.2 Assessment Date

The completed appraisals, upon approval of the ASSESSOR, will serve as the basis for assessments effective on the Grand List of October 1, 2022. Notwithstanding the dates mentioned above for any task, all values are to be based on the assessment date of October 1, 2022 and the properties as they exist in the TOWN of SIMSBURY on that date.

3.6.3 Delays

CONTRACTOR shall not be liable for delays caused by reasons of war, strike, explosion, acts of God, order of court or other public authority.

3.7 PAYMENT SCHEDULE

3.7.1 Periodic Payments

Payments shall be made in the following manner:

Thirty (30) days after the execution date of this contract, and at the end of each thirty (30) day period thereafter for the term of this contract, CONTRACTOR will certify in writing to the ASSESSOR the percentage of the total work completed under the contract which the CONTRACTOR has performed during the said thirty (30) day period. Such notification will itemize and accurately indicate the extent and nature of work performed by volume, street, and category or in any manner as required by the ASSESSOR. The itemization shall be categorized by each of the "Stages of Completion" listed on the Payment Schedule as shown below.

The TOWN, upon determination by the ASSESSOR that the certification of the CONTRACTOR concerning work during said period is accurate, will pay to CONTRACTOR a percentage of the total compensation due under the contract equal to the percentage of work certified as having been completed during said period, less ten percent (10%), which is to be retained by the TOWN for payment to CONTRACTOR at such time that he or she has performed fully and satisfactorily all its obligations requirements, except for litigation support.

3.7.2 Fiscal Year Limitations:

The contract cost shall be paid in the 2021/2022 and 2022/2023 TOWN Fiscal Years according to the provisions of this section and subject to the appropriation of necessary funds by the TOWN’s fiscal authority. CONTRACTOR shall incur no cost in any fiscal year in excess of that year’s annual appropriation plus the balance of prior years’ unexpended appropriations.

3.7.3 Payment Schedule for Percentage of Completed Work

Stages of Completion - Percentage of Total Project Cost

Bonding, Office set-up and project start-up	___%
Data Collection	___%
Building Permits 10/01/2020 – 10/01/2022	___%
Data Entry	___%
Images Captured and uploaded	___%
Mailers (including Data Mailers as outlined)	___%
Commercial and other Data Collection outlined in section 6.3	___%
Income Analysis & Sales Review	___%
Cost schedule	___%
Pre-Review	___%
Final Field Review	___%
Final values assigned, Assessment notices mailed	___%
Informal Hearings completed and final adjustments mailed	___%
Final Performance Testing Standards submitted to State	___%
Field cards Delivered	___%
Completion of Board of Assessment Appeals support	___%
TOTAL	_____%

This Contract makes provision for a reduction in the amount of the performance bond to 10% of the contract price so as to ensure the payment of the cost of defense of any appeals resulting from the revaluation work.

4 RESPONSIBILITIES OF CONTRACTOR

4.1 GOOD FAITH

CONTRACTOR shall, in good faith use, its best efforts to assist the ASSESSOR in determining the present true and actual valuations of all real property situated in the TOWN, and shall not undervalue or overvalue any land, building or other property to avoid or minimize its responsibilities as outlined in the CONTRACT SPECIFICATIONS.

The CONTRACTOR is responsible for fulfilling all of the stated requirements in this CONTRACT and CONTRACT SPECIFICATIONS in a timely fashion, consistent with a good faith effort. The CONTRACTOR shall provide training for appropriate TOWN personnel, adequate to provide them with the knowledge necessary to understand and use the appraisal system and or other software installed by the CONTRACTOR.

4.2 PUBLIC RELATIONS

Public relations must be an important part of the revaluation PROJECT. Adequate public understanding of the revaluation process is essential to its success. The CONTRACTOR must be prepared to conduct a public information campaign, which includes media releases and oral presentations. (All information and releases must have prior approval of the ASSESSOR.)

With the participation and approval of the ASSESSOR, individual presentations will be directed to taxpayers, local officials, business and civic groups so that they may better understand the scope and objectives of the PROJECT.

This campaign will commence prior to the CONTRACTOR'S field review and building permit effort and continue on a regular basis for the duration of the PROJECT.

At a minimum, the following points will be addressed:

- Significance of the property tax
- Necessity of Revaluation
- Purpose and methods of Revaluation
- Equity
- Role of TOWN
- Role of CONTRACTOR
- Role of ASSESSOR
- Need for data quality control
- Cooperation of parcel owners is key to success

The public relations program must remain flexible to provide sufficient information to promote public understanding. The effectiveness of the public relations program will depend on flexibility, since the success of the program can only be measured by interaction with and response from the public

4.2.1 PUBLIC INFORMATION PROGRAM:

The CONTRACTOR must submit a comprehensive public information plan to be approved by the ASSESSOR prior to commencement of the PROJECT. All meetings with local officials, civic groups, or public meetings are to be conducted with the participation of and approval of the ASSESSOR. The program must include but it is not limited to:

a. Prior to field review and valuation:

- Press releases
- Meetings with local officials
- Public meetings on the following topics:
 - The laws concerning revaluation
 - Market value
 - A general outline of revaluation PROJECT
 - Valuation procedures
 - Review procedures
 - Informal hearings
 - Taxpayer grievance proceedings
- A leaflet/notice to property owners

b. After field review and valuation:

- Press releases
- Meetings with local officials

Public meetings
Informal hearings
Board of Assessment Appeals meetings

4.3 CODE OF CONDUCT OF CONTRACTOR EMPLOYEES

As a condition of this Contract, the CONTRACTOR's employees shall at all times treat the residents, employees, and taxpayers of the TOWN with respect, dignity, and courtesy; and the CONTRACTOR shall take appropriate and meaningful disciplinary measures against those of its employees who violate the terms of this provision. The CONTRACTOR will immediately remove any employee if the TOWN, or ASSESSOR, believe the employee violated this code of conduct in a manner which warrants their removal. Upon being notified of such in writing, the CONTRACTOR will remove the employee immediately.

4.4 GENERAL PROVISIONS

CONTRACTOR shall provide all property record cards, street cards, computer supplies, other supplies, equipment, forms, literature, notices and papers to be used in this project at no additional cost to the TOWN.

4.5 RECORDS ARE TOWN PROPERTY

The original or a copy of all records and computations, including machine readable databases, made by the CONTRACTOR in connection with any appraisal of property in the TOWN shall, at all times, be the property of the TOWN and, upon completion of the revaluation project or termination of this contract by the TOWN, shall be left in good order in the custody of the ASSESSOR. Such records and computations shall include, but not be limited to: (1) Assessors Maps; (2) Land Value Maps; (3) Materials and Wages, Cost Investigations and Schedules; (4) Returned Data Mailers; (5) Data Collection Forms, Listing Cards, Property Record Cards with property valuations and sketches; (6) Capitalization rate data; (7) Sales Data; (8) Depreciation tables; (9) Computations of land and/or building values; (10) All letters of memoranda to individuals or groups explaining methods used in appraisals; (11) Operating statements of income properties; (12) Duplicate notice of valuation changes; and (13) Database of all property records, CAMA system, and integration with administrative system.

In addition, throughout the conduct of said revaluation, any criteria, guidelines, price schedules or statement of procedures used in such revaluation by the Contractor shall be made available by the contractor for public inspection in the Assessor's office and shall be available thereafter, all in accordance with Section 12-62 (c) of the Connecticut General Statutes.

4.5.1 ASSESSOR'S Records

CONTRACTOR shall use a system approved by the ASSESSOR for the accurate accounting of all records and maps, which may be taken from the ASSESSOR'S office in conjunction with this project. All such records and maps shall be returned immediately following their use. None of the ASSESSOR'S records shall be taken outside the corporate limits of the TOWN without **prior** written permission of the ASSESSOR.

The ASSESSOR will permit the CONTRACTOR to copy all residential building sketches from existing field cards, together with the outside dimensions of all auxiliary buildings such as garages, barns, sheds, and swimming pools. CONTRACTOR will be permitted to copy and sketch all commercial and industrial properties, which are presently outlined on existing ASSESSOR's field cards.

4.5.2 Property Record Cards (Street Cards)

CONTRACTOR shall complete, for each parcel of real property, and file in alphabetical STREET order, Property Record Cards, commonly referred to as “Street Cards” or “Field Cards”. These cards shall contain all information affecting value, including but not limited to, information such as location of property, usage classification, owner of record, source of title, size, shape and physical characteristics of land, with the breakdown of front feet, square feet or acreage as applicable, along with the unit of value applicable to each, public utilities available, public improvements, census tract number, and zoning regulations in effect as of the assessment date. All physical improvements shall be listed with all interior and exterior construction details, quality of construction, age, condition, replacement values, percent of physical, functional and economic depreciation, depreciated values, fair market value and 70% assessment value will be shown. A computer-generated sketch of all buildings, with the appropriate scale of such sketch, shall also be shown on these cards. The visit history must be used for dates of inspections and to indicate if the data mailer was returned with or without changes. Changes must be referenced in the “Notes” section on the card. The “Street Cards” or “Field Cards” will contain a digitized photo of each house.

4.6 ASSESSMENT NOTICES

No later than December 5, 2022, a notice in accordance with Section 12-55 (C.G.S.) shall be sent , at CONTRACTOR’S expense, by first class mail, to each owner of record as of October 1, 2022, setting forth the old assessment as well as the new valuation that has been placed upon the property identified in the notice. Also enclosed with such notice shall be information specifying the dates, times and places of the informal public hearings and information describing the property owner’s right to appeal the valuation of his property, including the manner in which an appeal may be filed with the Board of Assessment Appeals. Such notices shall be subject to approval by the ASSESSOR and the CONTRACTOR must provide the ASSESSOR with electronic copies of the notices

At that same time, the company should be prepared to make data available via the Web so that taxpayers can log in and review properties on-line.

4.7 INFORMAL PUBLIC HEARINGS

At a time mutually agreeable to the ASSESSOR and the CONTRACTOR and following completion of all review work by the ASSESSOR and CONTRACTOR, CONTRACTOR shall hold public hearings so that property owners or their legal representative may appear at specified times to discuss the valuations of their property, with qualified members of the CONTRACTOR’S staff familiar with the TOWN revaluation. CONTRACTOR’S personnel shall explain the manner and methods of arriving at the value and assist the taxpayer in understanding the process and valuation. Informal public hearings, at the ASSESSOR’s discretion, may be held on weeknights and Saturdays.

CONTRACTOR, in conjunction with recommendations of the ASSESSOR, shall schedule a sufficient number of hearings and provide sufficient personnel to handle said hearings expeditiously and fairly. Any information offered by the taxpayer or their legal representative shall be given consideration, and an adjustment shall be made where warranted. Any adjustments made by the CONTRACTOR must be approved by the ASSESSOR before mailing out final change notices. The public hearings shall be completed by December 23, 2022.

CONTRACTOR shall keep a record, on a form approved by the ASSESSOR, of all owners that requested a hearing and the result of that hearing. The originals or a copy of those records, organized in street order, shall be given to the ASSESSOR.

CONTRACTOR shall be responsible for sending notices, by First Class mail at the CONTRACTOR'S expense, to each taxpayer or his or her legal representative who appears at these hearings seeking review of valuation. Such notice shall include the original valuation determined by the CONTRACTOR and any adjusted valuation as deemed appropriate based on any information received at such hearing, or a statement that no change is warranted. Such notice shall be subject to prior approval by the ASSESSOR and shall contain information describing the property owner's rights to appeal the valuation, including the manner in which an appeal may be filed with the Board of Assessment Appeals.

4.8 BOARD OF ASSESSMENT APPEALS

CONTRACTOR shall have a qualified member or members, approved by the ASSESSOR, of its staff, available for attendance at any or all deliberations of the Board of Assessment Appeals held after the completion of the revaluation, Sundays excluded, to assist in the settlement of complaints and to explain the valuations made.

4.9 LITIGATION

In the event of appeal to the courts, CONTRACTOR shall furnish a competent witness or witnesses, approved by the ASSESSOR, to defend the valuation of the properties appraised. It is understood that the CONTRACTOR shall furnish said witness or witnesses on any court action instituted on the October 1, 2022 Grand List assessments, CONTRACTOR shall be compensated at a per Diem rate of \$_____. CONTRACTOR shall provide supporting data, including written appraisal if deemed necessary by the ASSESSOR, for any said court appeals. CONTRACTOR shall also comply with any request by the TOWN to answer any interrogatories, provide witnesses for depositions or to otherwise participate in the discovery process pertaining to any litigation described herein. CONTRACTOR shall not be held responsible for any assessment changed from the original valuation figure by parties other than the CONTRACTOR.

4.10 INFORMATION

4.10.1 Information to TOWN

CONTRACTOR shall give to the ASSESSOR any and all information requested pertaining to the PROJECT for a period of one (1) year after completion of the duties of the Board of Assessment Appeals on the October 1, 2022 Grand List, in a reasonable timeframe and without any additional cost to the TOWN .

4.10.2 Work Schedule

Throughout the appraisal process, the CONTRACTOR shall promptly satisfy all requests made by the TOWN for information as to the CONTRACTOR'S planned work schedule for the project, personnel employed on the PROJECT, appraisal methods and procedures utilized, and the status of the work. Written weekly status reports shall be filed by the CONTRACTOR with the ASSESSOR throughout the duration of the project.

5 BUILDING COST SCHEDULES

5.1 General

CONTRACTOR shall prepare for usage as hereinafter specified, building cost schedules. These schedules will reflect the unit-in-place method based upon the square foot or cubic foot area of buildings as applicable. These schedules shall be used in computing the replacement cost in TOWN for all residential, commercial, industrial, public utility, and agricultural construction. They shall reflect the wage scale for the various trades, labor

efficiencies, overhead, profit, engineer and architect fees and all other direct and indirect costs of construction as well as the market. Before final acceptance, they shall be proven by testing against known sales. The ASSESSOR shall be involved and consulted during the process and no adjustments may be made to the sale property street cards during the process. All adjustments must be made to the valuation tables. All finalized schedules shall be approved by the ASSESSOR before adoption and usage by the CONTRACTOR.

5.2 Types of Cost Schedules

5.2.1 Residential

Residential cost schedules shall include schedules for various classifications, types, models, and story heights on a per square foot basis, normally associated with residential buildings. The schedule shall be flexible with special sections reflecting the various additions and deductions for construction components from the base specifications, along with prices for different types of heating systems, bathrooms, kitchens, porches, breezeways, finished basements, attached, detached, and basement garages, and schedules for other building improvements usually found on residential property including but not limited in-ground swimming pools, barns, sheds, tennis courts, gazebos and hot tubs. Some items will require multiple cost schedules i.e. basement, walk out basement, partial walk out basement, wood deck, composite wood deck, outdoor kitchens, hardscapes and standby generators.

5.2.2 Commercial

Commercial building cost schedules shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall be prepared for various story heights and contain all the additions and deductions for construction components from base specifications.

5.2.3 Industrial and Special Structures

Cost schedules for industrial and special purpose structures shall be prepared in unit costs of material in place and charted on a per square foot basis, and shall contain all the additions and deductions for construction components from base specifications.

5.2.4 Farm

Cost schedules for farm structures shall be prepared for square foot and cubic foot costs for various types of farm buildings including, but not limited to, barns, sheds, silos, milk houses, coops, etc. Because farm buildings vary greatly in quality and condition, all of these items will require multiple cost schedules based on quality and construction, story height, number of floors, floor/wall construction, of barns, sheds, farm garages, etc.

Cost schedules for the afore-mentioned must be supported by a recognized valuation publication company such as Marshall and Swift, Means, etc.

5.3 Depreciation Schedules

Depreciation schedules or methods to be used in determining the amount of depreciation shall reflect the normal and accepted depreciation rates of buildings according to classification. These schedules or methods shall cover residential, commercial, industrial, farm, and special use buildings and shall be approved by the ASSESSOR.

5.4 Schedule for TOWN

CONTRACTOR shall supply and leave for the TOWN not **less than three (3) bound copies** of all the above required building cost schedules and depreciation schedules for the TOWN'S usage. One copy of which shall be turned over to the ASSESSOR upon approval of the schedules.

6 APPRAISAL SPECIFICATIONS

6.1 Appraisal of Land

The CONTRACTOR shall appraise all land, taxable and exempt, located within the TOWN: including without limitation, residential, commercial, industrial, agricultural, forest, open-space, special use, public utility, both vacant and improved.

6.1.1 Land Value Study

Land shall be valued on the basis of an analysis of all sales data occurring during the (3) three-year period prior to October 1, 2022, or such other reasonable period as deemed necessary by the ASSESSOR. The analysis and application of sales data shall be governed by procedures and techniques expressly approved by the ASSESSOR. CONTRACTOR shall make a careful investigation of this data and shall consult owners, realtors, banks and other sources for information relative to sales of properties within the TOWN and contiguous towns. All factors affecting the final values of land shall be considered, such as location, zoning, inland wetlands, topography, soil condition, utilities, size, vacancy, form of ownership, non-conforming uses, and zoning variances.

Non-conforming uses and zoning variances shall be considered in establishing values. A brief description of each lot or parcel of land, together with the valuation computations, shall be entered on the field record card.

6.1.2 Land Value Inspection/Field Recording

Physical data and characteristics of the land parcel shall be observed in the field and recorded.

CONTRACTOR will make necessary adjustments in value to compensate for topographical irregularities such as high banks, steep slopes, swamps, irregular shapes or anything else which may detract from the usefulness of the land. Non-conforming uses and zoning variances shall be considered in establishing values.

6.1.3 Land Value Unit

CONTRACTOR shall prepare land unit values by front foot, square foot, acreage or fractional acreage; whichever in the judgment of the CONTRACTOR and ASSESSOR most accurately reflects the market for the appraised land. All necessary tables and charts shall be developed by the CONTRACTOR for the valuing of land. These charts shall be prepared according to standard appraisal practices and subject to the approval of the ASSESSOR.

6.1.4 Land Value Map

CONTRACTOR shall delineate the land value units on all streets and acreage in the TOWN on a suitable map to be provided by the TOWN. The Town's GIS data must be utilized in all aspects of the revaluation. This includes plotting assessed to sales ratio on the maps both before and after the revaluation. The GIS data must be utilized for in depth quality control of the final data and shall be used to depict an old to new value change representation once final values have been established to be used as a public relations tool to produce maps that help the taxpayers better understand the revaluation process. The land value map shall be returned to the TOWN prior to the completion of the PROJECT.

6.1.5 Neighborhood Delineation

After consideration of the environmental, economic and social characteristics of the TOWN, the CONTRACTOR shall, with the cooperation and approval of the ASSESSOR, delineate "neighborhood" units within the TOWN using the mapping data and using the GIS information. Each neighborhood unit will, in the CONTRACTOR'S opinion, exhibit homogenous characteristics. Each neighborhood unit

will be assigned a separate identification code, which will be used for valuation. These neighborhood codes shall be recorded and maintained on all property record cards, the computer database, and be depicted as a new Map Layer (ie: Assessor 2022 Neighborhood Delineation).

6.2 APPRAISAL OF RESIDENTIAL PROPERTIES

6.2.1 Quality Study

Experienced CONTRACTOR staff will perform a full review of data that has been collected by data collectors. During this step, all prior adjustments, including overrides will need to be verified before adjustments to grade, depreciation and functional and/or economic adjustment factors may be made to better reflect market trends within the TOWN. Observed depreciation shall include physical depreciation, functional and economic obsolescence. Final depreciation will reflect the interior and exterior condition on all types of properties. The ASSESSOR will work closely with the company's reviewer to verify consistency of grades, depreciation, etc.

The CONTRACTOR shall be required to submit a detailed quality control program. **The quality control program must address the accuracy of the data being collected AND data entry.** This program must include a comprehensive reporting system and be approved by the ASSESSOR.

All properties shall be reviewed in the field by the CONTRACTOR's personnel qualified as reviewers as previously prescribed in the specifications. The sales shall be reviewed for accuracy of data collection, data entry, quality of digital imaging, classification, use, grade, condition, etc.

The CONTRACTOR shall update all physical data, including attaching the outline sketch and digital photograph, on the CONTRACTOR's CAMA System within ten (10) days following data collection. The PROJECT CAMA system shall be copied weekly and installed on the TOWN's computer system in order to provide adequate opportunity to complete and conduct quality control measures and review. This is essential so that in the event there are any quality control issues, they must be identified at the beginning of the project.

All non-sale properties shall be reviewed for accuracy of data collection, data entry, classification, use, grade, condition, final value, and to assure that their final value is correlated to comparable properties and sale properties. **The CONTRACTOR shall update and ensure that all properties have at least three (3) comparable properties and up to five (5) where possible, which sold within the last two (2) years, linked in CAMA for quick reference under "Sales Chart".**

The ASSESSOR shall be notified of the dates of review and be entitled to accompany the reviewers during this phase of the revaluation.

6.2.2 Field Review / Physical Inspections

The Contractor is to perform on-site inspections of all improved Taxable and Exempt Real properties. Due to current COVID-19 conditions, the data collection phase of the project shall adhere to social distancing protocols.

An outline sketch, not necessarily to scale but must be neat and legible for any property that needs a correction or having any type of addition shall be made on site and every property must be digitally photographed, with such photographs to be attached to the CAMA system and field card. Existing photos shall not be deleted and the new photos shall be made the "primary" photos.

Physical data of the parcel shall be recorded on the data collection form at the site.

The CONTRACTOR's "**Reviewers and Appraisers**" will field review all sales for the 18 months period prior to the revaluation date, conduct full inspections of new or incomplete construction and all residential buildings with a current classification of 10 or above (current count: class 10/ 486, class 11/356, class 12/50, class 13/1, class 15/1). The Data Collectors "**Measurers and Listers**" shall do complete physical inspections on all other residential properties that currently have a less than 10 classification.

The CONTRACTOR shall guarantee 90% of the properties to be inspected, excluding those wherein the owner refuses permission to inspect. If the owner refuses an interior inspection, it shall be noted on the record card that the inspection was denied. If the property owner is not at home at the time of the initial attempt, the CONTRACTOR shall mail a letter to the owner to attempt to set up an inspection. Each interior inspection shall be dated and verified by having an adult owner or resident of each building or dwelling unit sign the data collection form. AT NO TIME shall an employee of the Contractor enter any structure which is occupied solely by a minor (less than 18 years of age).

When entrance to a building for an inspection is refused, the data collector shall make note of the fact and within two (2) working days, notify the ASSESSOR of the fact in writing, giving the facts as to the time of the visit and if possible, the name of the party refusing entrance and other pertinent information. The ASSESSOR shall review the situation, and if he/she shall be unable to gain the cooperation of the party involved, he/she shall so notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at value, conspicuously on the property record card.

The data collection form shall indicate the initials of the data collector and the date(s) of the inspection(s) and attempts, if multiple. The field card must also have the initials of the person whom completed the data entry as well.

All inspections shall be conducted in a courteous, dignified, respectful and careful manner so as to minimize any disturbance to the use and occupancy of such structures. The CONTRACTOR shall at no time refuse to inspect any property when the property owner has made a request.

6.2.3 Call Backs

The CONTRACTOR shall make an initial inspection and send a mailer to each property where the initial attempts to inspect the interior of a property failed in order to set up another attempt to inspect. The mailer will inform the property owner of the revaluation process and the fact that the representatives of the CONTRACTOR were not able to make contact for an interior inspection, and request that within a prescribed time limit the property owner contact the CONTRACTOR, by telephone or mail, for alternative arrangement for the inspection of the property. The date at which the call back was made shall be duly noted on the data collection form by the data collector making such call back.

If, after the two visits, contact was not established with a property owner, a data mailer approved by the ASSESSOR shall be mailed by the CONTRACTOR to supplement the interior inspection, but are not to be used as a substitute.

6.2.4 Data Mailers

To ensure public confidence, taxpayers must play an active and important role in monitoring the quality of the data to be used as the basis of this revaluation. The CONTRACTOR, as a quality check of the existing CAMA database, shall at their expense with postage paid return envelope, prepare and **send out a data mailer to every owner of each improved residential property within the TOWN which the**

CONTRACTOR was unable to perform an interior inspection. Included with these data mailers will be a cover letter which explains the purpose and content of the mailer. CONTRACTOR shall work with the ASSESSOR to ensure that these properties that have questions, are reviewed for accuracy by virtue of the best available information including, a field review of the property. All properties shall be reviewed in the field by CONTRACTOR's personnel qualified as reviewers as previously prescribed in these specifications.

The format and content of the data mailer, as well as the cover letters, shall be subject to approval by the ASSESSOR. **The data mailers shall include, but not be limited to, the following information:**

Property type classification	Parcel Size	Sketch
Story height	Building Style / Year Built	Exterior wall material
Roof composition	Interior wall covering	Interior floor covering
Total number of rooms	Number of bedrooms	Number of bathrooms
Number/Type of plumbing fixtures	Type of heating fuel	Type of heating system
Central air conditioning	Number of fireplaces	Garage type
Finished basement	Basement access	Solar Panels
Automatic Emergency Generators	Kitchen Renovation / Year	Bathroom Renovation / Year
Additions / Year	Outbuildings	Pool / Pool Houses

CONTRACTOR shall be responsible for making any corrections to the existing CAMA database as a result of the returned data mailers and the CONTRACTOR shall field inspect such properties as the ASSESSOR shall require prior to making the corrections shown on the returned data mailers. **The returned data mailer shall be added as an attached document to the corresponding parcel in the CAMA system.**

If after two visits and a data mailer, contact was not established with a property owner, the ASSESSOR shall review the situation, he/she shall notify the CONTRACTOR, and they shall proceed to estimate the value of the building on the basis of facts ascertainable without entry and make adequate notations of the lack of cooperation, and the manner of arriving at the value, conspicuously on the property record card.

6.2.5 Pricing and Valuations

Pricing and valuations of all land and buildings must reflect the present true and actual value as of October 1, 2022, and shall be done from and in accordance with the manuals and schedules having received prior approval by the ASSESSOR.

The final valuation shall be the true and actual value of the structures plus the true and actual value of the land. In arriving at the true and actual value of the structures, replacement cost new less depreciation from all causes may be considered along with other factors affecting the value of the property, all of which shall be noted on the property record card.

6.3 APPRAISAL OF COMMERCIAL, INDUSTRIAL, APARTMENT, PUBLIC UTILITY, TAXABLE, EXEMPT AND SPECIAL PURPOSE PROPERTIES

6.3.1 General

ALL commercial, industrial, public utility and special purpose buildings, taxable or exempt, **shall have an interior and exterior inspection** by the “Reviewers and Appraisers” of the CONTRACTOR. All properties must be classified, priced and reviewed as set forth in these specifications, the dimensions of all buildings shall also include the height, which shall be recorded on the property field card.

An outline sketch, not necessarily to scale, must be neat and legible for any property that needs a correction, missing sketch, or having any type of addition shall be made on site and every property must be digitally photographed, with such photographs to be attached to the CAMA system and field card. Existing photos shall not be deleted and the new photos shall be made the “primary” photos.

Physical data of the parcel shall be recorded on the data collection form at the site

6.3.2 Description

All buildings shall be identified and described as to component parts of construction, size, area, usage, and present occupant(s) on the proper forms, as previously prescribed in these specifications.

Existing sketches from the current commercial and industrial CAMA system and record cards in the Assessor’s office will be made available to the CONTRACTOR for verification.

In reference to commercial and industrial improvements ONLY, it will not be necessary to prepare a sketch if the current sketch is accurate. **In the event that the current sketch is inaccurate or missing, the data collector must prepare a new outline sketch.**

6.3.3 Income Approach

Income and expense data gathered by the TOWN shall be utilized and verified by the CONTRACTOR for income producing and, where appropriate, owner-occupied properties. Any income and expense data, including OPM form M-58 with accompanying summary reports and rent schedules shall become property of the TOWN. All information filed and furnished with Income and Expense reports shall not be a public record and is not subject to the provisions of Section 1-210 (Freedom of Information) of the Connecticut General Statutes. The CONTRACTOR shall maintain all such reports in strict confidence. From these returns and other data sources, such as field investigations and interviews, the CONTRACTOR will establish market or economic rent and expenses for income producing properties, including the development of appropriate valuation models. The CONTRACTOR shall determine a value for income-producing property by converting anticipated income into a property value. The CONTRACTOR shall either, capitalize a single year’s income expectancies at a market-derived capitalization rate or a capitalization rate that reflects a specified income pattern, return on investment, and change in the value of investment, or discount the annual cash flows for the holding period and the reversion at a specified yield rate.

The CONTRACTOR shall also develop capitalization rates by investigating sales and income data. Rates shall be established for the various classes of property and checked by bankers, investors, and appraisers to ensure their accuracy. When the rates and methods have been approved by the ASSESSOR, the CONTRACTOR shall perform the income approach using both actual and economic income and expenses.

The CONTRACTOR shall be responsible for any data entry of income and expense data into the CAMA system.

6.3.4 Yard and/or Site Improvements

All yard/site improvements shall be listed and valued separately.

6.3.5 Review

All final reviews and inspections shall be made in the same manner and for the same purpose as prescribed for residential properties. The reviewer, after having received prior approval of the ASSESSOR, shall be completely trained, certified and fully experienced in the appraisal of the particular type and kind of commercial, industrial, public utility, apartment or special purpose building; the final value of which he or she is responsible. The ASSESSOR shall be notified of the dates of any

and all reviewing and is entitled and fully intends to accompany the reviewer during this entire phase of the revaluation

6.3.6 Final Review of Values

The CONTRACTOR'S review appraisers will review in the field all parcels after value generation. The final valuation shall be the Fair Market Value of the land, buildings and improvements as they exist on October 1, 2022. The final valuation will be determined after a correlation of 1) replacement cost new of the buildings and improvements, less depreciation from all causes, plus the market value of the land, 2) comparable sales approach, and 3) income approach where applicable.

6.3.7 Preliminary TOWN Acceptance

Prior to the mailing of assessment notices, the CONTRACTOR'S Project Manager will review the final values, as computed by the CONTRACTOR, with the ASSESSOR, to ensure that the TOWN is prepared to accept the CONTRACTOR'S work. The ASSESSOR will make the final judgment on the final value. If deemed unacceptable, the values will be revised by the CONTRACTOR as required or specified by the ASSESSOR.

6.4 CONTROL AND QUALITY CHECKS

6.4.1 Field Checks

The ASSESSOR shall spot check, in the field, properties picked at random by him/her with or without the appropriate CONTRACTOR'S supervisor.

6.4.2 Building Permits

Records of all building permits issued during the course of the revaluation project up to October 1, 2022 shall be made available to the Contractor on a timely basis, to ensure that all new construction, additions, improvements, and demolitions will be included in the Contractor's appraisals. The Contractor is required to inspect these properties in the field; including measuring and listing all open building permits. All such records shall be returned to the Town.

6.4.3 Incomplete Construction

The CONTRACTOR shall provide the ASSESSOR, with a report of all property record cards that have incomplete improvements on the October 1, 2022 Grand List. The property record card shall show the percentage of completion and reflect the percentage of completion in the valuation as of that date. This report must be submitted no later than November 1, 2022. All properties under construction must have been inspected by October 1st to determine the proper percentage complete.

6.4.4 Sales Analysis

Sales analyses of properties shall be performed as a means of sustaining the values derived. These analyses shall be done on the aggregate of all residential properties and on each of the neighborhoods previously delineated. The sales analyses shall include, at a minimum, sales ratios and coefficients of variance and dispersion. Any additional requests for sales analyses by the ASSESSOR shall also be performed.

6.4.5 Performance Based Revaluation Standards: All fair market values that are developed by the CONTRACTOR must meet the Performance Based Testing Standards developed by the State of Connecticut Office of Policy and Management in accordance with Section 12-62i of the Connecticut General Statutes.

7 RESPONSIBILITIES OF THE TOWN

7.1 Nature of Service

It is clearly understood and agreed that the service rendered by the CONTRACTOR are in the nature of assistance to the ASSESSOR and all decisions as to proper valuation, taxable or tax exempt status, shall rest with the ASSESSOR.

7.2 Cooperation

The ASSESSOR, TOWN, and its employees will cooperate with and render all reasonable assistance to the CONTRACTOR and its employees.

7.3 Items Furnished or Made Available By the Town

The TOWN shall furnish, or make available, the following:

7.3.1 Maps

The TOWN shall furnish one (1) set of the most up-to-date TOWN Tax Maps that are currently available showing streets, property lines and boundaries.

7.3.2 Land Dimensions

The TOWN will make available lot sizes and total acreage to the CONTRACTOR of all pieces of property where the map or present records fail to disclose measurement or acreage.

7.3.3 Zoning

The TOWN will provide current TOWN zoning regulations and zoning maps.

7.3.4 Existing Property Record Cards

The TOWN will make available the present property record cards.

7.3.5 Property Transfers

The TOWN shall notify the CONTRACTOR, on a regular basis, of property splits and transfers occurring after the initial creation of the revaluation database by the CONTRACTOR. The CONTRACTOR shall update the revaluation database as necessary.

7.3.6 Signing of Communications

The ASSESSOR shall sign for the TOWN communications to be mailed at the CONTRACTOR'S expense, for the purpose of contacting a property owner for inspection of the property or for such other purpose as is determined appropriate by the ASSESSOR.

7.3.7 Mailing Address

The TOWN shall make available through the ASSESSOR'S Office the current mailing address and other relative data that exists on the administrative program for all property owners.

7.3.8 Media

The TOWN shall have the above information available on computer disk for the purposes of creating a legal file on the CONTRACTOR's computers during the initial stages of revaluation.

7.3.9 Building Permits

The TOWN shall make available copies of all building permits issued during the course of the revaluation project up to October 1, 2022.

7.3.10 Sales Information

The TOWN shall continuously and currently provide copies of all sales information available to it with respect to transfer of parcels.

8 TRANSMITTAL OF DELIVERABLES TO THE ASSESSOR

8.1 Records

Regular periodic delivery of appraisals and other information required under this agreement, as completed and in accordance to a schedule hereinabove set forth or agreeable to the ASSESSOR shall be made to the ASSESSOR for his or her review. All appraisals of buildings either complete or under construction, shall be completed as of October 1, 2022. All completed and/or corrected records shall be turned over to the ASSESSOR as of December 30, 2022. The final inspection and review shall take into consideration any known or apparent changes in the individual property since they were first inspected in order that the final appraisal of property shall be appraised as of October 1, 2022.

This information and/or appraisals and records shall not be made public until after the informal public hearings, except to the extent public access may be compulsory under provisions of applicable law.

It is understood and agreed that the Revaluation of properties covered by this contract shall meet or exceed the standards as outlined in the Connecticut Performance Based Revaluation Standards and Certification of Revaluation (Connecticut General Statutes sec. 12-62I-1 to 12-62I-7), shall be acceptable to the ASSESSOR and shall conform to the procedures and technical requirements of the ASSESSOR and, at least weekly, the Contractor shall meet with said ASSESSOR to discuss the progress and various other details of the project.